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6 *Attorneys for Plaintiff*  
7 WADE ANDERSON

8 UNITED STATES DISTRICT COURT  
9 DISTRICT OF NEVADA – RENO

10 WADE ANDERSON, an individual,

11 Plaintiff,

Case No.: 3:17-cv-318-RCJ-VPC

12 vs.

13 TRUCKEE GAMING, LLC, a Delaware Limited  
14 Liability Company; GR REGENCY GAMING,  
15 LLC; a Nevada Limited Liability Company;  
16 ZANTE, LLC, d/b/a SANDS REGENCY HOTEL  
AND CASINO, a Nevada Limited Liability  
Company and DOES 1-10, inclusive,

17 Defendants.

18 **STIPULATED PROTECTIVE ORDER**

19 IT IS HEREBY STIPULATED AND AGREED by Plaintiff WADE ANDERSON  
20 ("Plaintiff"), by and through his attorney of record, Michael A. Burke, Esq., of Robison  
21 Belaustegui Sharp & Low and Defendants TRUCKEE GAMING, LLC, GR REGENCY  
22 GAMING, LLC, ZANTE, LLC, d/b/a SANDS REGENCY HOTEL AND CASINO  
23 ("Defendants") by and through their attorney of record Ellen Jean Winograd, Esq., of  
Woodburn and Wedge, that a Protective Order be entered by this Court as follows:

24 **PROTECTIVE ORDER**

25 1. Discovery in this action will require Plaintiff to provide documents to  
26 Defendants that contain information that is confidential and sensitive. Disclosure of this  
27 information could result in harm to Plaintiff. Although this information must be disclosed,  
28 Plaintiff is entitled to the protections described below.

1           2.     In addition, Plaintiff and Defendants may seek other Confidential Material.  
2     This Protective Order shall apply to all documents, materials, and information that is  
3     sought by a party either from other parties to this litigation or from any third party with  
4     possession or custody of Confidential Material during discovery, including without  
5     limitation, documents produced, answers to interrogatories, responses to requests for  
6     admission, deposition testimony, and other information disclosed pursuant to the  
7     disclosure or discovery duties created by the Federal Rules of Civil Procedure. The  
8     Parties assert the disclosure of Confidential Material outside the scope of this litigation  
9     could result in significant injury to one or more of the Parties' business or privacy  
10    interests, and could result in significant injury to a third party's privacy interests, as well  
11    as significantly erode the attorney-client privilege. The Parties have entered into this  
12    Stipulation and request the Court enter this Protective Order for the purpose of  
13    preventing the disclosure and use of Confidential Material except as set forth herein.

14           3.     As used in this Protective Order, the term "confidential information" means  
15    any documents, testimony, or other information for which protection from disclosure has  
16    been identified, requested or designated by any subsequent order of the Court relating  
17    to medical records.

18           4.     The term "disclosure" shall include the dissemination, communication,  
19    publication, or reproduction of any confidential material or the contents of the  
20    information contained therein, or the communication of any estimate or other  
21    information which facilitates the discovery of confidential information.

22           5.     As used in this Protective Order, the term "qualified persons" means (i)  
23    counsel of record for the parties to the litigation, including office associated, paralegal,  
24    and stenographic and clerical employees to whom disclosure is reasonably necessary;  
25    (ii) experts retained for the purpose of this litigation to whom disclosure is reasonably  
26    necessary and who have signed the Confidentiality Agreement, a form of which is  
27    attached hereto as EXHIBIT "1", (iii) parties to this action who have signed the  
28    Confidentiality Agreement, a form of which is attached hereto as EXHIBIT "1", and (iv)

1 court personnel, including stenographic reporters engaged in such proceedings as are  
2 necessarily incident to this litigation.

3 6. Confidential information shall be and remain confidential, and, except as  
4 allowed by this Protective Order, may not be disclosed or communicated, nor used for  
5 any purpose other than this litigation, including any appeals.

6 7. Any and all documents containing confidential information must be  
7 retained by counsel and not be disclosed or made available to any person other than a  
8 qualified person who has read and acknowledged the terms of this Protective Order.  
9 Similarly, the confidential information contained within those documents may not be  
10 disclosed to any person other than a qualified person. To the extent reasonably  
11 necessary, copies of confidential documents may be provided to experts retained for the  
12 purpose of this litigation to whom disclosure is reasonably necessary and who have  
13 signed the Confidentiality Agreement. Nothing in this Protective Order shall in any way  
14 affect the admissibility at trial of any of the documents produced under this Protective  
15 Order.

16 8. Any person who is in possession of confidential information, or to whom  
17 confidential information is disclosed, is responsible for ensuring that such confidential  
18 information is not inadvertently disclosed by him or her. Failure to take all reasonable  
19 precautions to insure against such inadvertent disclosure will be viewed by the Court as  
20 willful disobedience of this Protective Order, and will be punished accordingly.

21 9. Counsel receiving confidential information may not disclose that  
22 confidential information to any expert without first furnishing to that expert a copy of this  
23 Protective Order and obtaining from that expert an executed Confidentiality Agreement,  
24 a form of which is attached hereto as EXHIBIT "1". The original of any such executed  
25 Confidentiality Agreement must be retained in the office of counsel who retained the  
26 expert. Copies of any such executed Confidentiality Agreement must immediately be  
27 served upon counsel for all other parties.

28 10. Any person who executed a copy of the Confidentiality Agreement

1 attached hereto submits to the jurisdiction of this Court for purposes of enforcement of  
2 this Protective Order, either prior to or following trial of this action. Jurisdiction of this  
3 action is to be retained by this Court after final determination for purposes of enabling  
4 any party or persons affected by this Protective Order to apply to the Court for such  
5 direction or further decree as may be appropriate for the construction or enforcement of  
6 this Protective Order or for such additional relief as may become appropriate.

7 11. Nothing in this Protective Order precludes the disclosure of confidential  
8 information to any person by Plaintiff, and any such disclosure will not be considered a  
9 waiver of confidentiality by Plaintiff for purposes of this action.

10 12. Before being copied for production, documents containing confidential  
11 information must be marked "CONFIDENTIAL."

12 13. Unless otherwise permitted by statute, rule or prior court order, papers  
13 filed with the court under seal shall be accompanied by a contemporaneous motion for  
14 leave to file those documents under seal, and shall be filed consistent with the court's  
15 electronic filing procedures in accordance with Local Rule IA 10-5. Notwithstanding any  
16 agreement amount the parties, the party seeking to file a paper under seal bears the  
17 burden of overcoming the presumption in favor of public access to papers filed in court.  
18 *Kamakana v. City and Court of Honolulu*, 447 F. 2d 1172 (9<sup>th</sup> Cir. 2006); *Pinto v. Pac.*  
19 *Creditors Ass'n*, 605 F.3d 665,677-78 (9<sup>th</sup> Cir. 2010).

20 14. Nothing in this Protective Order precludes the deposition examination of  
21 any person regarding confidential information of which they have knowledge. All  
22 transcripts of said deposition containing confidential information will be treated in  
23 accordance with this Protective Order and when filed must be marked pursuant to the  
24 procedure set forth in Paragraph 10, supra, and may be used in accordance with the  
25 terms set forth in Paragraph 11, supra.

26 15. Only qualified persons may attend deposition examination in this case;  
27 except that when a deponent is being asked to provide, or is providing, confidential  
28 information concerning the Plaintiff, no party (including a director, officer or employee

1 thereof) may attend that deposition, or portion thereof, unless counsel for all parties  
2 agree otherwise.

3 16. Any court reporter who transcribes testimony in this action at a deposition  
4 shall agree, before transcribing any such testimony, that all testimony containing  
5 confidential information is and shall remain confidential and shall not be disclosed  
6 except as provided in this Protective Order and that copies of any transcript, reporter's  
7 notes, or any other transcripts records of any such testimony will be retained in absolute  
8 confidentiality and safekeeping by such shorthand reporter or delivered to attorneys of  
9 record or filed with the Court.

10 17. Nothing in this Protective Order requires a party to disclose confidential  
11 information that the party also contends is protected from disclosure based upon a  
12 privilege or for some reason other than the mere confidential nature of the document or  
13 information.

14 18. Upon the final determination of this action, counsel and all qualified  
15 persons shall return any confidential information to Plaintiff, together with any copies of  
16 confidential information. Transcripts containing confidential information also must be  
17 returned to Plaintiff. All notes or any other memorialization of the information contained  
18 in the confidential material produced that are in the possession of Defendants' counsel  
19 may be retained by Defendants' counsel, but shall be placed in a sealed envelope or  
20 other container on the face of which shall be typed or printed:

21 **CONFIDENTIAL**

22 The information contained herein is confidential and  
23 subject to a protective order issued by the United  
24 States District Court, District of Nevada. Anyone not  
25 permitted to review this information as set forth in the  
26 protective order is in violation of that order, and may  
have sanctions imposed against him or her as the  
Court may determine and allowable under law, and  
may also be subject to contempt of court proceedings.

27 19. Anyone found to be in violation of this Order may have sanctions imposed  
28

1 against him or her as the Court may determine and allowable under law, and may also  
2 be subject to contempt of court proceedings.

3 DATED this 10th day of August, 2017.

4 ROBISON, BELAUSTEGUI, SHARP & LOW  
5 A Professional Corporation  
6 71 Washington Street  
7 Reno, Nevada 89503

8 /s/ Michael A. Burke  
9 MICHAEL A. BURKE  
10 *Attorneys for Plaintiff*

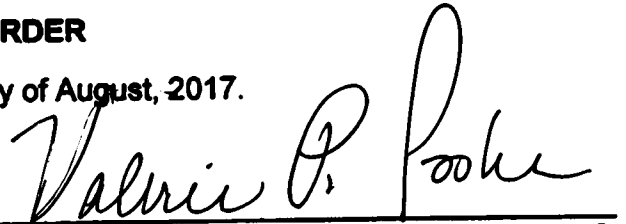
11 DATED this 10th day of August, 2017.

12 WOODBURN AND WEDGE  
13 6100 Neil Road, Suite 500  
14 Reno, Nevada 89505

15 /s/ Ellen Jean Winograd  
16 ELLEN JEAN WINOGRAD  
17 *Attorneys for Defendants*

18 ORDER

19 IT IS SO ORDERED this 11<sup>th</sup> day of August, 2017.

20 

21 United States Magistrate Judge  
22  
23  
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# **EXHIBIT 1**

**CONFIDENTIALITY AGREEMENT**

1  
2 1. I hereby acknowledge that I am about to receive confidential information  
3 supplied by Plaintiff WADE ANDERSON.

4 2. I have read the Protective Order governing the restricted use of  
5 confidential information in this litigation, a copy of which has been provided to me. I  
6 agree to be bound by the terms thereof.

7 3. I will not use any documents marked with the legend "CONFIDENTIAL" or  
8 any information contained therein for any purpose other than litigation involving WADE  
9 ANDERSON and TRUCKEE GAMING, LLC, GR REGENCY GAMING, LLC, ZANTE,  
10 LLC, d/b/a SANDS REGENCY HOTEL AND CASINO. I further affirm that I will not  
11 reveal any confidential information to, nor discuss it with, any other person except in  
12 accordance with the terms of the Protective Order.

13 4. At the termination of this litigation, I will return all documents containing  
14 confidential information as required by the Protective Order.

15 5. I submit to the jurisdiction of this Court for the purposes of enforcement of  
16 the Protective Order, either prior to or following trial of this action.

17 DATED: This \_\_\_\_ day of \_\_\_\_\_. 20\_\_\_\_.

18  
19 \_\_\_\_\_  
Signature

20  
21 \_\_\_\_\_  
Type or print name of individual